



DAVID SANDERS, PH.D
Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

January 6, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST FOR APPROVAL OF THE PSYCHOLOGICAL EVALUATION SERVICES
CONTRACT WITH S AND L MEDICAL GROUP FOR PRE-EMPLOYMENT
PSYCHOLOGICAL EVALUATIONS
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Contract (Attachment 1) with S and L Medical Group, Inc., to provide psychological evaluation services for potential employees of the Department of Children and Family Services (DCFS) for a period of three years, effective upon Board approval through December 31, 2006. The annual cost of the Contract is \$95,400, and the cost for the three-year term of the Contract is \$286,200. Funding for the first six months of this Contract is included in the FY 2003-04 Adopted Budget. The annual costs are financed using \$52,470 (55%) Federal funds, \$30,528 (32%) State funds, and \$12,402 (13%) in net County cost.
2. Delegate authority to the Director of DCFS, or his designee, to execute future amendments to this Contract to modify the terms of the Statement of Work that do not materially alter the Contract and to increase or decrease the maximum annual contract sum by 10% not to exceed, in the aggregate, 10% of the original maximum contract sum to accommodate any unanticipated increase or decrease in service levels provided that: a) sufficient funding is allocated in the DCFS Budget; b) County Counsel and Chief Administrative Office (CAO) approval is obtained prior to executing such amendments; and c) the Director confirms the execution of such amendments in writing to your Board and the CAO within 10 workdays from the date of execution.

Board of Supervisors
GLORIA MOLINA
First District
YVONNE BRATHWAITE BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Candidates who are being considered by DCFS for employment as Children's Social Workers and other positions where contact with children and families is likely, are required to undergo a psychological evaluation prior to such employment. Dr. Susan C. Sturzenberger was the provider for psychological evaluation services until the contract expired on December 31, 2003.

Psychological evaluations screen potential employees for psychopathology and, therefore, reduces the County's exposure to potential liability and increases the likelihood that personnel hired to provide social services are mentally competent and do not pose a risk to DCFS or the children and families it serves. Approval of the recommended Contract will allow for continuation of these essential services for an additional three years.

Implementation Of Strategic Plan Goals

The recommended action is consistent with the principles of the County Strategic Plan. Efforts to ensure that DCFS hires appropriate employees to work with children and families supports the County's Strategic Plan Goal Number 5: Children and Families' Well-Being.

FISCAL IMPACT/FINANCING

The annual cost of the Contract is \$95,400 for a total of \$286,200 for the three-year term of the Contract. Funding in the amount of \$47,700 for the first six months of the Contract is included in the FY 2003-04 Adopted Budget. For FY 2004-05 and FY 2005-06, \$95,400 will be included in the budget. For FY 2006-07, \$47,700 will be included in the budget. The contract costs are financed using \$52,470 (55%) Federal funds, \$30,528 (32%) State funds, and \$12,402 (13%) in net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 17, 2002, your Board approved a one-year contract with Dr. Susan Sturzenberger, which expires on December 31, 2003. Dr. Sturzenberger has provided psychological evaluation services to DCFS under Board approved contracts for approximately ten years.

The recommended three-year Contract with S and L Medical Group (S&L) will provide DCFS' Human Resources Division with psychological evaluation services necessary for processing potential candidates for employment.

The Local Small Business Preference Program was not included in this Contract since this ordinance conflicts with a federal regulation governing procurements utilizing federal funds. Specifically, 45 Code of Federal Regulation Section 92.36(c)(2) prohibits the use of

statutorily or administratively imposed local geographical preferences in the evaluation of bids or proposals.

The Contractor will be paid \$159 for each psychological evaluation completed. The annual and maximum contract amounts assume no more than 600 psychological evaluations will be required per contract year. The Contract between the County of Los Angeles and S and L Medical Group expressly provides that the County has no obligation to pay for expenditures by S and L Medical Group that exceed the maximum contract sum. Further, S and L Medical Group will not be asked to perform services that exceed the contract amount, scope of work, or contract dates.

The Contract provides for imposition of penalties (reduction in payments amounts) should required corrective actions not be taken or not taken within a specified time period time.

This Board Letter has been reviewed and approved by the CAO. County Counsel has reviewed this Board Letter and has approved the attached Contract as to form. The contractor is in compliance with all Board, CAO, and County Counsel requirements.

CONTRACTING PROCESS

DCFS released an Invitation for Bids (IFB) on November 7, 2003. The IFB was advertised in three newspapers of general circulation on non-consecutive days from November 7, 2003 to November 11, 2003, was also advertised to the 406 vendors and various psychologists in the Los Angeles area shown in Attachment 2, and to approximately 550 licensed members of the Los Angeles County Psychological Association, and was also advertised on "Open Minds", a website whose members are professionals in the field of psychology, and on the Los Angeles County Website.

The IFB required vendors to submit a fixed price bid to provide psychological evaluations for potential DCFS employees. As a result, 16 bids were received by the deadline. The lowest priced offer did not meet the minimum requirements of the IFB. The bid received from S and L Medical group was reviewed for compliance with the award selection requirements stated in the IFB and was determined to be the lowest priced qualified, responsible and responsive bidder.

The Department has evaluated and determined that this is not a Proposition A contract and, therefore, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Contract.

There is no provision for COLA in the recommended Contract.

Community Business Enterprise Program participation information for the bidder responding to the IFB is contained in Attachment 3. S&L was selected without regard to gender, race, creed, or color for the recommendation of the contract award.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Contract will enable DCFS to continue screening employee candidates, and will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to an emergency will not be impaired. The services authorized by this Contract will lessen the County's risk exposure.

CONCLUSION

Upon approval and execution by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send a stamped copy of the approved Board letter, and a signed copy of the Contract to:

1. Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Manager
425 Shatto Place, Room 205
Los Angeles, CA 90020
2. Office of the County Counsel Advice and Litigation Division
Attention: Rose Belda, Senior Deputy County Counsel
201 Centre Plaza Drive
Monterey Park, CA 91754

and a signed copy of only the Contract to:

3. S and L Medical Group, Inc.
Attention: Adrienne S. Lim
7232 Van Nuys Blvd., Suite 203
Van Nuys, CA 91405

Respectfully submitted,

DAVID SANDERS, PH.D
DIRECTOR

DS:jb

Attachments (4)

c: Chief Administrative Office
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

S AND L MEDICAL GROUP, INC.

FOR

PSYCHOLOGICAL EVALUATION SERVICES

JANUARY 2004

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M	-	SAFELY SURRENDERED BABY LAW FACT SHEET

**CONTRACT
FOR**

PSYCHOLOGICAL EVALUATION SERVICES (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2004, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

S and L Medical Group, Inc.
hereinafter referred to as
"CONTRACTOR".

W I T N E S S E T H

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, the COUNTY desires to obtain psychological evaluation services for potential Department of Children and Family Service's employees; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are of an extraordinary, professional nature; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract.
- 1.2 Exhibits A, A1, A2, A3, B, B1, C, D, E, F, G1, G2, H1, H2, I, J, K, L, and M, set forth below are attached to and incorporated by reference in this Contract.

- 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, and then to the Exhibits according to the following priority:

- Exhibit A - Statement of Work
- Exhibit A1 - Deliverables
- Exhibit A2 - Performance Requirement Summary
- Exhibit A3 - Sample Contract Discrepancy Report
- Exhibit B - Pricing Schedule
- Exhibit B1 - Budget
- Exhibit C - Contractor's Proposed Schedule
- Exhibit D - Contractor's Equal Employment Opportunity (EEO) Certification
- Exhibit E - COUNTY's Administration
- Exhibit F - CONTRACTOR's Administration
- Exhibit G1 - Contractor's Employee Acknowledgement and Confidentiality Agreement
- Exhibit G2 - Contractor's Non-Employee Acknowledgement and Confidentiality Agreement
- Exhibit H1 - Jury Service Program Los Angeles Code 2.203
- Exhibit H2 - Jury Service Program Certification
- Exhibit I - Community Business Enterprise Form (CBE)
- Exhibit J - Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit K - Internal Revenue Notice 1015
- Exhibit L - Child Support Compliance Program Certification
- Exhibit M - Safely Surrendered Baby Law Fact Sheet

- 1.4 CONTRACTOR and COUNTY agree that the following terms, as used in this Contract, shall have the following meanings:

- A. "Day" or "Days" whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or work day, unless otherwise specifically stated;
- B. "DCFS" means COUNTY's Department of Children and Family Services;
- C. "Director" means COUNTY's Director of Children and Family Services or his or her authorized designee;
- D. "Fiscal Year(s)" means COUNTY's Fiscal Year which commences July 1 and ends the following June 30;
- E. "Program Manager" means the COUNTY representative responsible for daily management of contract operation and overseeing monitoring activities;
- F. "Project" means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work;

- G. "Subcontract" means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 CONTRACTOR'S WORK

- 2.1 Pursuant to the provisions of this Contract, CONTRACTOR shall provide COUNTY with psychological testing and evaluation for potential Department of Children and Family Services employees as defined herein and as more fully set forth in Exhibit A, Statement of Work. CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.
- 2.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

3.0 TERM AND TERMINATION

- 3.1 The term of this Contract shall commence on January 1, 2004, or date of approval by COUNTY Board of Supervisors, hereinafter referred to as the "Board", whichever is later, and shall continue through December 31, 2006, unless terminated earlier as provided herein.

4.0 CONTRACT SUM

- 4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B, Pricing Schedule.
- 4.2 The total amount payable under this Contract is \$286,200 hereinafter referred to as "Maximum Contract Sum". The maximum annual amount payable under this Contract shall not exceed \$95,400, hereinafter referred to as "Maximum Annual Contract Sum".
- 4.3 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-1, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is

increased pursuant to Section 12.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

5.0 INVOICES AND PAYMENTS

- 5.1 CONTRACTOR shall be paid for services provided on a monthly basis.
- 5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days, at COUNTY's sole discretion, as long as sufficient funds remain available under the Contract. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B, Pricing Schedule.
- 5.3 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Auditor-Controller Handbook, Exhibit J and either the Office of Management and Budget (OMB) Circular, A-122 or A-110 and A-133 for non-profit agencies or 41 CFR Part 1 and 48 CFR Part 31 to be utilized by for-profit agencies.
- 5.4 CONTRACTOR shall submit the original monthly invoice to the DCFS Finance Office ("Finance") and one copy to the Program Manager for review and approval.

CONTRACTOR shall send original invoices to be approved to:

County of Los Angeles
Department of Children and Family Services
Attention: Contract Payment Unit
425 Shatto Place, Room 204
Los Angeles, California 90020

And a duplicate copy of the invoices to:

Betty Marshall, Program Manager
County of Los Angeles
Department of Children and Family Services
695 South Vermont Ave., 14th floor
Los Angeles, CA 90005

- 5.5 Upon receipt of CONTRACTOR's monthly invoice, Finance shall forward the invoice to the Program Manager, or designee, for review and approval. The Program Manager, or designee, shall review the detailed charges to ensure charges are in accordance with the Contract terms and that invoiced services have been received.

- 5.6 Upon approval of the monthly invoice, the Program Manager, or designee, shall forward the invoice to Finance for payment.
- 5.7 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY shall attempt to authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed and dated by the Program Manager or designee. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.7.1 CONTRACTOR shall submit no later than 60 days after the termination of this Agreement all past due invoices, including the final invoice for the final month of the term of this Agreement. If CONTRACTOR cannot meet this timeframe, CONTRACTOR must provide a written explanation to the Head of Contract Accounting Section, Finance Services Division, indicating the reason for the delayed submission, estimated reimbursement amount and expected date of submission of the final invoice. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B, Budget.
- 5.8 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 5.9 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.10 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.11 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0, Invoices and Payments, and 11.0, Notices, of this Contract, when expenditures under this Contract total seventy-five percent (75%) of the

Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0, Invoices and Payments, and 11.0, Notices, of this Contract, when this Contract is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses which are set forth in Sections 5.0, Invoices and Payments, and 11.0, Notices.

- 5.12 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

6.0 RECORDS AND AUDITS

- 6.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contract Accounting and Operating Handbook, attached hereto as Exhibit J. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 6.2 CONTRACTOR agrees that COUNTY and its authorized representatives, the State of California and its authorized representatives, and the Federal Government and its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this contract, including, but not limited to, all financial records, timecards, other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management review, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section.

CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.

- 6.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Contract by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 6.4 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.
- 6.5 CONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including interviews of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Contract. CONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff, and board members in all such efforts.
- 6.6 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.
- 6.7 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract upon which COUNTY may withhold reimbursement or terminate this Contract.

7.0 AUDIT SETTLEMENT

If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at the COUNTY's discretion, shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment; or (2) at COUNTY's option, credited against future payments hereunder to CONTRACTOR. If such audit finds that COUNTY's dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY provided that in no event shall COUNTY's maximum obligation for this Contract exceed the Maximum Contract Sum.

8.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

9.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

9.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

DCFS Contract Administrator
Walter Chan, Manager
425 Shatto Place, Room 205
Los Angeles, CA 90020

prior to commencing services under this Contract. Such certificates or other evidence shall:

9.1.1 Specifically identify this Contract.

9.1.2 Clearly evidence all coverages required in this Contract.

- 9.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 9.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract.
- 9.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 9.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 9.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 9.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
 - 9.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
 - 9.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

- 9.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.
- 9.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.
- 9.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 9.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:
- 9.6.1.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- 9.6.1.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10.0 INSURANCE COVERAGE REQUIREMENTS:

- 10.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
- | | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |
- 10.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."
- 10.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

- 10.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

11.0 NOTICES

- 11.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

Department of Children and Family Services
Contract Administration
Attention: Walter Chan, Manager
425 Shatto Place, Room 205
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

S and L Medical Group
Attention: Adrienne S. Lim
7232 Van Nuys Blvd., Suite 203
Van Nuys, CA 91405

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

- 11.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR shall in any case be sufficient notice. If the CONTRACTOR is a partnership or a corporation, actual knowledge of a partner, officer or member of the corporation, or of the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall also be deemed sufficient.

12.0 CHANGES AND AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this Contract, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be in writing and accomplished in the following manner:

- 12.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Contract, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 12.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Contract, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.
- 12.3 For purposes of Sections 12.1 and 12.2, a change materially alters a term or condition included in this Contract if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Contract; or (3) would result in a change in the Maximum Contract Sum set forth in Section 4.0, Contract Sum, of this Contract.
- 12.4 Notwithstanding the provisions of Sections 12.1, and 12.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Contract which increase or decrease payments to CONTRACTOR which are commensurate with increases or decreases in the units of service being provided under this Contract under the following conditions:
 - 12.4.1 COUNTY's total payments to CONTRACTOR shall not increase or decrease more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Contract.
 - 12.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Contract.
 - 12.4.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Contract; and

12.4.4 The Director shall notify COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Contract changes, in writing, within ten (10) days following execution of such amendment.

13.0 ASSIGNMENT/DELEGATION OF RIGHTS

- 13.1 CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles COUNTY Board of Supervisors or the Director in the event the Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 22.0, Events of Default, herein and shall be voidable at the election of the COUNTY. If CONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring COUNTY's consent hereunder shall also include any sale, exchange, assignment, divestment or change in members, directors or officers giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Contract. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute such COUNTY consent.
- 13.2 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by CONTRACTOR, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 13.3 COUNTY's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State contracting requirements for this or similar agreements. COUNTY may require, as a condition to its consent to assignment, that the assignee enter into an agreement utilizing then current standard COUNTY documentation for this or similar Contracts.
- 13.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Contract shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which CONTRACTOR may have against COUNTY, whether under this Contract or otherwise.

14.0 SUBCONTRACTING

- 14.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY's Director. Any attempt by CONTRACTOR to subcontract performance of any of the terms of this Contract, in whole or in part, without said consent shall be

null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith. CONTRACTOR shall submit each subcontract to the COUNTY for written approval prior to subcontractor performing any work hereunder.

- 14.2 All of the provisions of this Contract and any amendment(s) hereto shall extend to and be binding upon subcontractors, provided that assignment or delegation of rights under a subcontract by subcontractors shall not require COUNTY approval. The CONTRACTOR shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime contract with the COUNTY of Los Angeles. All representations and warranties contained in this subcontract shall inure to the benefit of the COUNTY of Los Angeles."
- 14.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability arising or resulting from the use of any subcontractor and its employees in the same manner and to the same extent that CONTRACTOR indemnifies COUNTY from any and all liability arising from or resulting from the actions or omissions of its own employees.
- 14.4 CONTRACTOR shall obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
 - 14.4.1 An executed Employee Acknowledgment and Confidentiality Agreement, Exhibit G1, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.
 - 14.4.2 Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Section 10.0, Insurance Coverage Requirements, of this Contract, and
 - 14.4.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 14.5 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.
- 14.6 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

- 14.7 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 14.8 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

15.0 INDEPENDENT CONTRACTOR STATUS

This Contract is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Contract.

16.0 COVENANT AGAINST CONTINGENT FEES

- 16.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract for either a flat fee, a percentage commission or any other form of remuneration.
- 16.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Contract and/or, at its sole discretion, require the CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

17.0 DISCLOSURE OF INFORMATION

- 17.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publicizing its role under this Contract within the following conditions:
- 17.1.1 CONTRACTOR shall develop all publicity material in a professional manner.
- 17.1.2 During the course of performance of this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases,

opinions or feature articles, using the name of the COUNTY without the prior written consent of the COUNTY. Said consent shall not be unreasonably withheld, and approval by the COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.

17.1.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales material that it has been awarded a contract to provide services, provided, however, that the requirements of this provision shall apply.

18.0 COMPLIANCE WITH APPLICABLE LAWS

18.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

18.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

18.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

18.1.3 CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

18.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

18.3 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR, its employees, agents or subcontractors of such laws,

regulations, rules, policies, standards or ordinances as described in Section 18.1, Compliance with Applicable Laws.

19.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap be subjected to discrimination under the privileges and use granted by this Contract or under any project, program or activity supported by this Contract.

20.0 NON-DISCRIMINATION IN EMPLOYMENT

- 20.1 CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap, in compliance with all applicable Federal and State non-discrimination laws and regulations. This includes compliance with Executive Order 11246 entitled "Equal Employment Opportunity," Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).
- 20.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 20.3 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.
- 20.4 CONTRACTOR shall provide access for COUNTY's representatives to inspect CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this section when so requested by COUNTY.
- 20.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Contract have been violated. In addition, a determination by the California

Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Contract.

- 20.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Contract, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Contract.

21.0 CLIENT GRIEVANCES

CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

22.0 EVENTS OF DEFAULT

22.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exist:

22.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

22.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

22.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

22.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

22.2.2 The filing of a voluntary petition in bankruptcy;

22.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

22.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

22.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

23.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 23.1 Upon determining the existence of any one or more of the circumstances heretofore described in Section 22.0, Events of Default, this Contract may be subject to termination either immediately or within such longer time period as noticed by COUNTY.
- 23.2 In the event COUNTY terminates this Contract in whole or in part as provided in this Contract, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those previously provided by CONTRACTOR. Any excess cost, as determined by the COUNTY, arising from procurement of services under this Section 23.2, over and above the Maximum Contract Sum, shall be charged against the CONTRACTOR and/or its sureties.
- 23.3 The remedies reserved to COUNTY herein shall be cumulative and in addition to any other remedies provided in law or equity.
- 23.4 In the event that, following service of the Notice of Termination of this Contract under the provisions of this Contract, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Contract or that the default was excusable under provisions of this Contract, a correction of the Notice of Termination shall be issued, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

24.0 TERMINATION FOR IMPROPER CONSIDERATION

- 24.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against

CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

- 24.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 24.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

25.0 TERMINATION FOR CONVENIENCE

- 25.1 The performance of services under this Contract may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest. Termination of services hereunder shall be effected by delivery to CONTRACTOR of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.
- 25.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
 - 25.2.1 Stop services under this Contract on the effective date of termination.
 - 25.2.2 To the extent possible, continue to perform, as required by this Contract until the effective date of termination.
- 25.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Contract for any terminated services.
- 25.4 Subject to the provisions of Section 25.3, above, COUNTY and CONTRACTOR shall make a good faith attempt to agree upon an amount due to CONTRACTOR for any terminated services following the total or partial termination of services pursuant to this Contract. If after a good faith effort, an amount due CONTRACTOR is not agreed upon, COUNTY shall determine the amount due CONTRACTOR by assessing the contract value

for similar services provided herein to all documented services, which CONTRACTOR or its subcontractor(s) has satisfactorily provided. COUNTY shall pay the agreed upon or determined amount, provided that such amount shall not exceed the Maximum Contract Sum under this Contract as reduced by the amount of payments otherwise made and as further reduced by the amount potentially due for services not terminated.

26.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 26.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 26.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in this Contract, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 26.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 26.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 26.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing

Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

26.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

26.7 These terms shall also apply to subcontractors of COUNTY Contractors.

27.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

27.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

27.2 All funds for payment are conditioned upon the COUNTY Board of Supervisors' appropriation of sufficient funds for this purpose. Payments during subsequent fiscal year periods are dependent upon similar Board of Supervisors' action.

27.3 In the event the COUNTY Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year to meet the COUNTY's anticipated obligations to providers under contracts, then services may be: (1) terminated in their entirety; or (2) reduced in accordance with available funding as deemed necessary by the COUNTY. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

27.4 In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by the CONTRACTOR under this Contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Notwithstanding such reduction, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

28.0 CONFLICT OF INTEREST

28.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct

or indirect financial interest in this Contract. No officer or employee of COUNTY who may financially benefit from the provision of services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such services.

28.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

29.0 EMPLOYEE BENEFITS AND TAXES

29.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

29.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

30.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit K.

31.0 CONFIDENTIALITY

31.1 CONTRACTOR shall maintain the confidentiality of all records including, but not limited to, COUNTY records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Contract. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Employee Acknowledgment and Confidentiality Agreement", Exhibit G1. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

31.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

32.0 CONTRACT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW

32.1 The Director shall be responsible for the enforcement of this Contract on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. The Director hereby reserves the right to assign such personnel as are needed to serve as Program Manager in order to inspect and review CONTRACTOR's performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract.

32.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures at any reasonable time.

32.3 The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

32.4 At the request of COUNTY, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.

32.5 CONTRACTOR shall prepare and submit to Program Manager a written semi-annual report describing the services provided throughout each Fiscal Year. The CONTRACTOR's semi-annual report shall include, but not be limited to:

32.5.1 Description of services and/or deliverables rendered during the period, dollar amount of services rendered during the period, dollar balance remaining under the Contract, and any difficulties encountered that

could jeopardize the completion of the project or milestones or deliverables within the schedule.

33.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

34.0 CRIMINAL CLEARANCES

- 34.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.
- 34.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 34.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

SECTION	TITLE
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration.
243.4	Sexual battery.
245	Assault with a deadly weapon or force likely to produce great bodily injury.
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person.
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Unlawful oral copulation.

SECTION	TITLE
289	Forcible acts of sexual penetration against the victim's will.
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college.
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult.
647 (a) & (d)	Disorderly conduct relating to lewd act/behavior or prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony.

35.0 CHILD SUPPORT COMPLIANCE PROGRAM

35.1 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program:

35.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

35.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal

Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

35.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program:

35.2.1 Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 35.1 "Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the COUNTY Board of Supervisors may terminate this contract pursuant to paragraph 23.0, "Termination for Contractor's Default".

35.3 CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement.

35.3.1 CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

36.0 FORMER FOSTER YOUTH CONSIDERATION

36.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Sections 37.0 and 38.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Children and Family Services
425 Shatto Place, Room 307
Los Angeles, California 90020

FAX: (213) 383-3773

36.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same,

requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

36.3 CONTRACTOR is exempt from the provisions of this Section 36.0 if it is a governmental entity.

37.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

37.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the term of this Contract.

37.2 CONTRACTOR shall notify COUNTY of any new or vacant position(s) within the CONTRACTOR's personnel who perform services set forth herein, by sending via U.S. mail or facsimile, a list denoting any positions(s) for which hiring is anticipated to:

Department of Human Resources
500 West Temple Street, Room 588
Los Angeles, California 90012

FAX: (213) 680-2450

37.3 CONTRACTOR is exempt from the provisions of this Section 37.0 if it is a governmental entity.

38.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

38.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

38.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services offices(s) located nearest to the job location at the following addresses:

Region I – West County
5200 W. Century Blvd.
Los Angeles, CA 90045

Region II – West San Fernando
Valley
21415 Plummer Street
Chatsworth, CA 91311

Region II – West San Fernando
Valley
Santa Clarita Sub-Office
27233 Camp Plenty Road
Canyon Country, CA 91351

Region II – West San Fernando
Valley
Palmdale Sub-Office
1050 E. Palmdale Blvd. #204
Palmdale, CA 93550

Region III – San Gabriel Valley
3216 Rosemead Blvd.
El Monte, CA 91731

Region III – San Gabriel Valley
GAIN Cal-Learn Branch
3220 Rosemead Blvd.
El Monte, CA 91731

Region IV – Central and West
County
2910 W. Beverly Blvd.
Los Angeles, CA 90057

Region IV – Central and West
County
Exposition Park Sub-Office
3965 S. Vermont
Los Angeles, CA 90037

Region V – South County
2959 Victoria Street
Rancho Dominguez, CA 90221

Region VI – Southeast County
5460 Bandini Blvd.
Bell, CA 90201

Region VII – East San
Fernando Valley
3307 N. Glenoaks Blvd.
Burbank, CA 91504

38.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

38.4 CONTRACTOR is exempt from the provisions of this Section 38.0 if it is a governmental entity.

39.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

40.0 NOTICE OF DELAYS

Except as otherwise provided herein, when either party to this Contract has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

41.0 USE OF RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the project.

42.0 PROPRIETARY RIGHTS

42.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

42.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this

Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 42.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 42.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 42.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 42.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Section 42.4 for:
 - 42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 42.3;
 - 42.5.2 Any materials, data and information covered under Section 42.2; and
 - 42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 42.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 42.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 42.8 The provisions of Sections 42.5, 42.6, and 42.7 shall survive the expiration or termination of this Contract.

43.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is

defined hereunder as any equipment costing Five Thousand Dollars (\$5,000.00) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

44.0 CHILD ABUSE PREVENTION REPORTING

44.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

44.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

44.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

44.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

44.2.3 The assurance that all employees of CONTRACTOR and subcontractors understand that the safety of the child is always the first priority.

45.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit I.

46.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this Contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

47.0 DISPUTE RESOLUTION PROCEDURE

- 47.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Section 47.0.
- 47.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 47.3 In the event of any dispute between the parties with respect to this Contract, CONTRACTOR and COUNTY shall submit the matter to their respective Program Managers for the purpose of endeavoring to resolve such dispute.
- 47.4 In the event that the Program Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Assistant to Executive Director and COUNTY's Regional Administrator for further consideration and discussion to attempt to resolve the dispute.
- 47.5 In the event that CONTRACTOR's Assistant to Executive Director and COUNTY's Regional Administrator are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Executive Director and to the Director of DCFS for further consideration and discussion to attempt to resolve the dispute.
- 47.6 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 47.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).
- 47.7 Notwithstanding any other provision of this Contract, COUNTY's right to terminate this Contract pursuant to Section 23.0, Termination for Contractor's Default, Section 25.0, Termination for Convenience, or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Section 42.0, Proprietary Rights and Section 31.0, Confidentiality, shall not be subject to this Section 47.0, Dispute Resolution Procedure.

48.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit H1 and incorporated by reference into and made a part of this Contract.

48.1 Written Employee Jury Service Policy

48.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

48.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Section 48.0. The provisions of this Section 48.0 shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

48.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the

Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

48.1.4 CONTRACTOR's violation of this Section 48.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

49.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. *(There are underscores in the address between the words 'doing business' and 'main db'.)*

50.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDER BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit M of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

51.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the contractor with the poster to be used.

52.0 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

53.0 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources.

54.0 INTERPRETATION OF CONTRACT

54.1 Validity

54.1.1 The invalidity, unenforceability, or illegality of any provision of this Contract shall not render the other provisions thereof invalid, unenforceable, or illegal.

54.2 Governing Laws, Jurisdiction and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

54.3 Captions and Section Headings

Each paragraph and certain subparagraphs of this Contract have been supplied with captions which serve only as guides to the contents. The captions do not control the meaning of any paragraph or subparagraph or in any way determine this Contract's interpretation or meaning.

54.4 Waiver

Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall be in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the

terms of this Contract or stopping COUNTY from enforcing the full provisions thereof.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

Psychological Evaluation Services

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

S and L Medical Group, Inc.
CONTRACTOR

By _____

Name: Adrienne S. Lim

Title C.F.O

By _____

Name: Seung H. Lim

Title C.E.O

95-4665322
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

BY _____
County Counsel

STATEMENT OF WORK

FOR

PSYCHOLOGICAL EVALUATION SERVICES

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EXHIBIT A3 – Sample Contract Discrepancy Report

STATEMENT OF WORK

PSYCHOLOGICAL EVALUATION SERVICES

PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move

toward achieving these outcomes. The County has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy

- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 SCOPE OF WORK

CONTRACTOR shall provide comprehensive pre-employment psychological evaluations of employee candidates who would be working directly with children, and whom the Department of Children and Family Services (DCFS) is considering for employment.

The COUNTY estimates that it will require a maximum of 600 evaluations per year. However, the number of requests for Psychological evaluations may vary from month to month. The COUNTY does not guarantee a minimum or maximum number of psychological evaluation requests.

2.0 DEFINITIONS

The following words as used in this Statement of Work (SOW) shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

2.1 Performance Requirements Summary

The "Performance Requirements Summary" (PRS), Exhibit A2, identifies requirements of the Contract that will be evaluated by COUNTY to assure that CONTRACTOR meets contract performance standards.

2.2 Quality Assurance

Those actions taken by COUNTY to the services listed on the PRS to determine that they meet the requirements of the SOW.

2.3 Quality Assurance Evaluator (QAE)

The COUNTY employee responsible for monitoring of CONTRACTOR's performance.

2.4 Quality Control Plan

The plan developed by the CONTRACTOR, which defines all necessary measures to be taken by the CONTRACTOR to assure that the quality of the service will meet the contract requirements regarding timeliness, accuracy,

appearance, completeness, consistency, and conformity to the requirements set forth in the SOW. It also indicates those actions which will be taken by the CONTRACTOR to control the delivery of services in accordance with the requirements of the SOW.

2.5 Contract Discrepancy Report (CDR)

A report prepared by COUNTY personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR.

3.0 GENERAL REQUIREMENTS

- 3.1 CONTRACTOR shall be cognizant of the diverse cultural background of the population of Los Angeles County and exhibit sensitivity at all times during performance of Work under this Contract.
- 3.2 CONTRACTOR shall screen employees for psychopathology.
- 3.3 CONTRACTOR shall assess psychological functioning on such job relevant criteria as judgment and stability, to determine an employee candidate's capability to perform job functions.
- 3.3 CONTRACTOR shall comply with all applicable rules, regulations, ordinances, statutes and laws pertaining to the operation of a professional psychological evaluation service, as may now be in effect or as any of them may be amended from time to time.
- 3.4 CONTRACTOR shall maintain a valid psychologist license issued by the California Board of Psychology for each person providing services. At the time of renewal, CONTRACTOR shall submit to CPM a copy of their new psychologist license or copy of proof of renewal. Failure to submit copy of new license or proof of renewal upon expiration of current license may result in a \$1,000 deduction and possible termination of Contract. County's decision shall be final.
- 3.5 CONTRACTOR shall only utilize psychologists that have been licensed by the California Board of Psychology for at least two years and have two or more years experience administering and analyzing the Minnesota Multiphasic Personality Inventory (MMPI) II.
- 3.6 Five workdays prior to adding/replacing a psychologist(s) assigned to this Contract, CONTRACTOR shall notify CPM and provide supporting documents clearly stating that they meet the minimum requirements.
- 3.7 CONTRACTOR shall provide psychological evaluation services within Los Angeles County at a location appropriate to the profession. Services shall be

rendered Monday through Friday during normal business hours (9 a.m. to 5 p.m.), excluding COUNTY holidays.

- 3.8 CONTRACTOR shall be available to the COUNTY via telephone or pager between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding COUNTY holidays.

4.0 SPECIFIC WORK REQUIREMENTS

DCFS shall refer potential employees to CONTRACTOR for psychological evaluation. CONTRACTOR shall screen applicants for employment within two (2) weeks of receipt of referral by DCFS Human Resources DivisionI. CONTRACTOR shall screen employee candidates for psychopathology, and assess psychological functioning with respect to such job relevant criteria as the ability to use good judgment and maintain emotional stability.

- 4.1 CONTRACTOR shall, prior to each interview, request that applicant sign a release allowing the CONTRACTOR to release his/her recommendations to COUNTY. CONTRACTOR shall not conduct the interview if the applicant declines to sign the request.
- 4.2 CONTRACTOR shall administer the Minnesota Multiphasic Personality Inventory II test in individual or group testing situations.
- 4.3 CONTRACTOR shall interview each employee candidate on an individual basis. Each interview shall be conducted for a minimum of 40 minutes in duration. CONTRACTOR shall inform employee candidate of his/her impressions at the end of each interview.
- 4.4 CONTRACTOR shall communicate its findings to DCFS Human Resources Division by telephone within three (3) business days of concluding the psychological evaluation of each referred employee candidate.
- 4.5 CONTRACTOR shall submit written findings to DCFS Human Resources within five (5) business days of concluding the psychological evaluation of each referred employee candidate to the addresses indicated in Paragraph 11 below.

5.0 COUNTY RESPONSIBILITIES

- 5.1 COUNTY will appoint a COUNTY Program Manager (CPM) who will oversee, administer, and monitor CONTRACTOR's Work under this Contract.
- 5.2 The CPM or designee will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract.
- 5.3 The CPM shall provide guidance to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

- 5.4 COUNTY will provide CONTRACTOR with an Employee Information Sheet on each new employee candidate prior to the individual interview.
- 5.5 COUNTY will provide the consent/release form to CONTRACTOR for employee Candidates to sign prior to the testing/interview.
- 5.6 The CPM shall monitor CONTRACTOR's performance under the resulting Contract using the Performance Requirements Summary (Exhibit A2). If at any time during the term of the Contract the Work does not meet the performance standards, the CPM shall prepare a Contract Discrepancy Report (CDR) (Exhibit A3), and issue the CDR to CONTRACTOR within five (5) working days of discovering the unsatisfactory performance. CONTRACTOR shall respond within five (5) working days upon notification by the CPM, and correct the discrepancy at CONTRACTOR's expense, if any.

6.0 CONTRACTOR RESPONSIBILITIES

- 6.1 CONTRACTOR shall appoint a Project Manager (PM) who will be responsible for the day-to-day activities of the Contract.
- 6.2 CONTRACTOR shall appoint an alternate in the event CONTRACTOR's Project Manager is unavailable.
- 6.3 The Project Manager or designee shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Contract. The Project Manager or designee shall be able to effectively communicate in both oral and written English.
- 6.4 CONTRACTOR shall permit inspections by COUNTY representatives of CONTRACTOR's psychological evaluation facility. During inspections, COUNTY representatives may be accompanied by personnel from other governmental jurisdictions.

7.0 QUALITY CONTROL

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure COUNTY a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to COUNTY Program Manager for review within five (5) days of Contract award. The plan shall include, but may not be limited to the following:

- 7.1 Method of monitoring to ensure that Contract requirements are being met;
- 7.2 A record of all inspections conducted by CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem,

and the time elapsed between identification and completed corrective action, shall be provided to COUNTY upon request.

8.0 QUALITY ASSURANCE

COUNTY will evaluate CONTRACTOR's performance under this Contract using the quality assurance procedures described below:

8.1 COUNTY Program Manager or his/her designee, may require CONTRACTOR's Project Manager (PM) to attend performance evaluation meetings on an "as needed" basis, at COUNTY's sole discretion. CONTRACTOR's PM shall actively participate to resolve all problems identified, and to discuss methods of improving the service. If problems are identified, COUNTY may require CONTRACTOR's PM to:

8.1.1 Recommend methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

8.1.2 Recommend methods for insuring uninterrupted service to COUNTY.

9.0 SECURITY AND CONTROL PROCEDURES

9.1 CONTRACTOR is responsible for safeguarding and assuring the confidentiality of any and all COUNTY data. CONTRACTOR shall provide COUNTY a written copy of its Security and Control Procedures within five (5) days of Contract award. CONTRACTOR's procedures shall identify methods used by CONTRACTOR to safeguard the confidential and sensitive data that it has in its possession on individuals.

9.2 CONTRACTOR shall maintain and update its Security and Control Procedures. CONTRACTOR's control procedures shall identify the methods used by CONTRACTOR to ensure that the quality of service meets the requirements of this Contract. CONTRACTOR shall provide CPM with written Security and Control Procedures prior to the start of Work.

9.3 CONTRACTOR shall notify CPM of any changes to CONTRACTOR's Security and Control Procedures within ten (10) days of making changes.

9.4 CONTRACTOR's security and control procedures shall be approved by CPM.

10.0 MONITORING

10.1 The CPM shall monitor CONTRACTOR's Contract performance based on, but not limited to, the Performance Requirements Summary (Exhibit A2). If at any time during the term of the Contract, the work does not meet the performance standards, the CPM shall prepare a Contract Discrepancy

Report (CDR) (Exhibit A3) and issue the CDR to CONTRACTOR. CONTRACTOR shall respond to the CDR within five (5) working days from receipt of the CDR with a Corrective Action Plan (CAP) that details how the discrepancy(ies) will be remedied by the CONTRACTOR.

10.2 CPM will review the CAP and notify the CONTRACTOR if the CAP is acceptable to COUNTY. If the CAP is not received within five (5) working days or is not acceptable to COUNTY. CPM will arrange a meeting with CONTRACTOR to discuss necessary corrective action on the part of the CONTRACTOR. CPM may instruct CONTRACTOR of the necessary actions and time frames that shall be taken to correct any discrepancies.

10.3 If CONTRACTOR does not comply with the approved CAP and within the time frame stated therein, or upon reoccurrence of the same incident, the CPM will reduce CONTRACTOR's payment in accordance with the payment deduction schedule outlined below.

10.4 COUNTY will notify CONTRACTOR in writing of its intent to reduce CONTRACTOR's payment. CONTRACTOR may appeal this action in writing within five business days from receipt of COUNTY notice. COUNTY will consider appeals received and will notify CONTRACTOR of COUNTY's decision in writing. COUNTY's decision will be final. If COUNTY decides to reduce CONTRACTOR's payment, payment reduction will occur as follows:

10.4.1 Second Incident: \$50 deduction from CONTRACTOR's invoice, and CPM may develop a new CAP in conjunction with CONTRACTOR.

10.4.2 Third Incident: \$100 deduction from CONTRACTOR's invoice, and CPM may develop a new CAP in conjunction with CONTRACTOR.

10.4.3 Fourth Incident: \$250 deduction from CONTRACTOR's invoice, and CPM may develop a new CAP in conjunction with CONTRACTOR and COUNTY may issue a letter indicating its intent to terminate the Contract. CONTRACTOR may appeal this action in writing within 10 business days from receipt of COUNTY notice. COUNTY will consider appeals received and will notify CONTRACTOR of COUNTY's decision in writing. Termination will be in accordance with one or more of the provisions set forth in this Contract regarding termination. COUNTY's decision will be final.

11.0 DELIVERABLES

CONTRACTOR shall provide deliverables in accordance with Exhibit A1, Deliverables. CONTRACTOR shall mail all deliverables to the below addresses:

Department of Children and Family Services
Human Resources Division
Betty Marshall, Program Manager
695 South Vermont Avenue, 14th Floor
Los Angeles, CA 90005

and

County of Los Angeles
Chief Administrative Office
Occupational Health Programs
3333 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90033

EXHIBIT A1

DELIVERABLES

Deliverable	DUE DATE	Reference
Psychological Evaluation Findings	Phone call within three (3) business days of conclusion of the evaluation.	SOW: Paragraph 4.4
Psychological Evaluation Findings	Written findings within five (5) business days of conclusion of the evaluation.	SOW: Paragraph 4.5
Quality Control Plan	Within five (5) business days of Contract award.	SOW: Paragraph 7.0
Security & Control Procedures	Within five (5) business days of Contract award.	SOW: Paragraph 9.0
Complaint Procedures	Within five (5) business days of Contract award.	CONTRACT: Paragraph 8.5

EXHIBIT A2

PERFORMANCE REQUIREMENTS SUMMARY

Required Services	Service Standard	Acceptable Deviation from Standard	Compliance Method	Action To Be Taken
SOW: Paragraph 3.5 – Licensing	Maintain current all required licenses	None	Verify and monitor	\$1,000 deduction per occurrence, and subject to termination for default
SOW: Paragraph 4.2 – Screen employee candidates for psychopathology	Use the Minnesota Multiphasic Personality Inventory II test	None	Receive findings.	Send CDR, request corrective action
SOW: Paragraph 4.3– Employee candidate interview length of time	Interview shall be conducted for a minimum of 40 minutes in duration	None	Monitor	Send CDR, request corrective action
SOW: Paragraph 4.4 – Report findings via telephone	Communicate findings to DCFS Human Resources by telephone within 3 business days of test conclusion	None	Receive phone call with findings within 3 business days of test conclusion	Send CDR, request corrective action
SOW: Paragraph 4.5 – Findings in Pass/Fail format	Mail written findings within 5 business days of test conclusion	None	Receive findings within 5 business days of test conclusion	Send CDR, request corrective action

EXHIBIT A2

PERFORMANCE REQUIREMENTS SUMMARY

Required Services	Service Standard	Acceptable Deviation from Standard	Compliance Method	Action To Be Taken
SOW: Paragraph 7.0 – Provide a Quality Control Plan	Quality Control Plan received within 5 days of Contract award	None	Receive Plan	Send CDR, request corrective action
SOW: Paragraph 8.0 -- attend and participate in performance evaluation meetings	Attend performance evaluation meetings as needed	None	Monitor attendance and participation	Send CDR, request corrective action
SOW: Paragraph 9.0 – Provide written Security and Control Procedures	Security and Control Procedures received within 5 days of Contract award.	None	Receive Procedures	Send CDR, request corrective action
Contract: Paragraph 5.5 – Invoices and Payment	CONTRACTOR shall submit timely and accurate invoices to COUNTY by 10 th calendar day of the month following service.	10 calendar days early, 5 calendar days late	Review invoices	Send CDR, request corrective action
Contract: Paragraph 8.5 – Complaint Procedure	Submit Complaint Procedure within 5 days of Contract start date	None	Receive Procedures	Send CDR, request corrective action

EXHIBIT A3

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____

Returned by CONTRACTOR: _____

Date Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of CPM

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of CONTRACTOR Project Manager

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE

Signature of CPM

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

CPM Signature and Date _____

CONTRACTOR Representative's Signature and Date _____

EXHIBIT B

PRICING SCHEDULE

PRICING SCHEDULE

CONTRACTOR shall provide comprehensive pre-employment psychological evaluations of employee candidates who would be working directly with children, and whom the Department of Children and Family Services (DCFS) is considering for employment. The COUNTY estimates that it will require a maximum of 600 evaluations per year. However, the number of requests for Psychological evaluations may vary from month to month.

The COUNTY does not guarantee a minimum or maximum number of psychological evaluation requests.

S and L Medical Group's fixed price for each psychological test, per occurrence, in accordance with all the requirements of Exhibit A, Statement of Work is:

Fixed Price Per Psychological Test \$ 159.00.

\$159.00 X a maximum of 600 evaluation per contract year = \$ 95,400.
(Fixed Price Per Test)

BUDGET

EXHIBIT B1

**PSYCHOLOGICAL EVALUATION SERVICES
BUDGET SHEET**

CONTACT: Adrienne Lim
CONTRACTOR: S and L Medical Group

Telephone: (818) 947- 5961

A. Salaries		(F.T.E.)	<u>1/04-12/05</u>	<u>1/05-12/05</u>	<u>1/06-12/06</u>
Psychologist (4)	\$95,000	0.522	\$49,590	\$49,590	\$49,590
Admin Staff (4)	\$18,720	0.20	\$ 3,744	\$ 3,744	\$ 3,744
Medical Asst (4)	\$18,720	0.20	\$ 3,744	\$ 3,744	\$ 3,744
B. Benefits					
(Medical/Dental, FICA, SUI, Worker's Comp) 5% of salaries			\$ 2,854	\$ 2,854	\$ 2,854
C. Outside Services					
Transcribers			\$ 5,400	\$ 5,400	\$ 5,400
D. Facility Rent Lease (8 clinics)			\$ 7,200	\$ 7,200	\$ 7,200
E. Equipment and/or Other Assets			N/A	N/A	N/A
F. Services and Supplies					
Psychological Testing Supplies			\$ 858	\$ 858	\$ 858
Office Supplies			\$ 960	\$ 960	\$ 960
Telephones/Utility			\$ 2,400	\$ 2,400	\$ 2,400
G. Transportation and Travel			N/A	N/A	N/A
Subtotal of Program Expenses			\$ 76,750	\$76,750	\$76,750
H. Administrative Overhead @13% of Prog. Expenses			\$ 9,977	\$ 9,977	\$ 9,977
I. Profit @ 10%			\$ 8,673	\$ 8,673	\$ 8,673
Total Gross Costs of Program			\$ 95,400	\$ 95,400	\$ 95,400

CONTRACTOR'S PROPOSED SCHEDULE

EXHIBIT C

BIDDER'S ADMINISTRATION OFFICE:

S and L Medical Group
7232 Van Nuys Blvd., Suite 203
Van Nuys, CA 91405

BIDDER'S OFFICE LOCATION(S) WHERE SERVICES WILL BE PROVIDED M-F FROM 8:00 AM UNTIL 5:00 PM:

<i>Street Address</i>	<i>City</i>	<i>Zip Code</i>
7232 Van Nuys Blvd., Suite 203, Van Nuys, CA 91405		
1498 Sunset Blvd, #1, Echo Park , CA 90026		
437 E. Washington Blvd., #A, Los Angeles, CA 90015		
11100 Valley Blvd., #200, El Monte, CA 91731		
3377 Long Beach Blvd., Long Beach, CA 90806		
1890 N. Garey Ave #D, Pomona, CA 91767		
1314 S. Euclid #203, Anaheim, CA 92802		
14270 Seventh Street #4, Victorville, CA 92392		

EXHIBIT D
EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____TBA_____

COUNTY PROGRAM MANAGER:

Name: Betty Marshall
Title: Program Manager
Address: 695 South Vermont Avenue, 14th Floor
Los Angeles, CA 90005
Telephone: (213) 637-1846
Facsimile: (213) 351-6576
E-Mail Address: Marsha@dcfs.co.la.ca.us

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME S AND L MEDICAL GROUP
CONTRACT NO. __TBA_____

CONTRACTOR'S PROJECT MANAGER:

Name: ADRIENNE S. LIM
Address: 7232 Van Nuys Blvd., Suite 203
Van Nuys, CA 91405
Telephone: (818) 947-5955
Facsimile: (818) 947-5961
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: ADRIENNE S. LIM
Title: C.F.O
Address: 7232 Van Nuys Blvd., Suite 203
Van Nuys, CA 91405
Telephone: (818) 947-5955
Facsimile: (818) 947-5961
E-Mail Address: _____

Name: SEUNG H. LIM
Title: C.E.O
Address: Same as above

Telephone: Same as above
Facsimile: Same as above
E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: 7232 Van Nuys Blvd., Suite 203
Van Nuys, CA 91405
Telephone: (818) 947-5955
Facsimile: (818) 947-5961
E-Mail Address: _____

EXHIBIT G1-G2

- G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

- G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, AND
CONFIDENTIALITY AGREEMENT

**CONTRACT FOR
PSYCHOLOGICAL EVALUATION SERVICES, CMS 03-025
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACT FOR
PSYCHOLOGICAL EVALUATION SERVICES, CMS 03-025**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT H2

JURY SERVICE CERTIFICATION

EXHIBIT I

COMMUNITY BUSINESS ENTERPRISE (CBE) FORM

AUDITOR – CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND OPERATING HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor) which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subcontractors must also follow these standards unless otherwise stated in the Agreement.

ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

1.2 IF AN AGENT ELECTS TO USE THE CASH BASIS FOR RECORDING FINANCIAL TRANSACTIONS DURING THE YEAR:

- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.

- ♦ **All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.**

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 **ACCOUNTING SYSTEM**

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- date
- receipt number
- cash debit columns
- income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- □ date
- □ check number
- □ cash (credit) column
- □ expense account name
- □ description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- ☐ The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- ☐ If the contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- ☐ Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- ☐ Name
- ☐ Position
- ☐ Social Security Number
- ☐ Salary (hourly wage)
- ☐ Payment Record including:
 - ☐ accrual period

- □ gross pay
- □ itemized payroll deductions
- □ net pay amount
- □ check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 **RECORDS**

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum County's reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that

exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- **checks – numerically**
- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically
- timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- □ invoices – vendor name and date
- □ checks – number
- □ vouchers – number
- □ revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 **DONATIONS AND OTHER SOURCES OF REVENUE**

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 AUDITS

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

6.0 SINGLE AUDIT REQUIREMENTS

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

7.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may

be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 DISBURSEMENTS

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item

purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 TIMECARDS

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 Fixed Assets

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

4.5 Bonding – All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocation of Cost Pools

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

Number of direct hours spent on each program
Number of employees in each program
Square footage occupied by each program
Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

Total direct salaries and wages
Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

Simplified allocation method
Direct allocation method
Multiple allocation base method
Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000

Program indirect costs (24% x \$100,000)

\$24,000

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

EXHIBIT K

INTERNAL REVENUE NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015 Have You Told Your
Employees About the Earned Income
Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers. **A change to note.** Workers **cannot** claim the EIC if their 2000 investment income (such as interest and dividends) is over \$2,400.

Which Employees Must 1 Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate. **Note:** *You are encouraged to notify each employee whose wages for 2000 are less than \$31,152 that he or she may be eligible for the EIC.*

How and When Must 1 Notify My Employees?

You must give the employee one of the following: 9 The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**. * A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2. 9 **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC). * Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2001.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at **www.irs.gov**.

How Will My Employees Know If They Can Claim the EIC?

The 2000 instructions for Forms 1040, 1040A, and 1040EZ, and **Pub. 596**, Earned Income Credit, explain who can claim the EIC. Generally, any employee who meets the following requirements may be able to claim the EIC for 2000. **Note:** *An employee cannot claim the EIC if he or she files Form 2555 or Form 2555-EZ (relating to foreign earned income). Also, an employee who is a nonresident alien for any part of 2000 cannot claim the EIC unless he or she is married to a U.S. citizen or resident and elects to be taxed as a resident alien for all of 2000.*

The employee's 2000 earned income and modified adjusted gross income are both under \$27,413 (under \$31,152 if the employee has more than one qualifying child; under \$10,380 if the employee does not have a qualifying child). **Earned income** for this purpose does not include amounts paid to inmates in penal institutions for their work. * The employee's filing status is any status **except** married filing a separate return.

The employee (and the employee's spouse if filing a joint return) is not a qualifying child of another person.

For an employee without a qualifying child, the employee is at least age 25 but under 65 at the end of 2000. Also, no one may be entitled to claim the employee as a dependent and the employee's home must be in the United States for over half of 2000. If the employee is married filing a joint return, other rules apply.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2000 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2000 and owes no tax but is eligible for a credit of \$797, he or she must file a 2000 tax return to get the \$797 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

EXHIBIT L

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

EXHIBIT M

SURRENDERED BABY LAW

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**



State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

FUB 400 (8/02)

**no shame.
no blame.
no names.**

**now there's a way
to safely surrender
your baby**



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

**Every baby deserves a chance for a healthy life.
If you or someone you know is considering
giving up a child, learn about your options.**

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalet y el padre/madre recibirá un brazalet igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Addiction Alternatives
Adrian Cheri, Ph.D.
Advantage Family Services, Inc.
Affirmative Psychotherapy
Akila Concepts, Inc.
Allied Behavioral Health Centers, Inc.
Alvarado Donna, Ph.D.
Amanecer Treatment Service
American Claims Exchange, Inc.
American Forensic Nurses
American Health Care Prof. Inc.
Anderson & Anderson
Anderson Laurel, Ph.D.
Angelic Business Services
Ann J. Elkin, Ph.D.
Ann K. Wexler, Ph.D.
Applied Business Psychology
Arom Marion, Ph.D.
Asian American Drug Abuse Program
Asian Youth Center
Aspen Community Services
Associated Social Resources
Associates in Clinical Therapy
Aviera Arleene, Ph.D.
Bach Roger, Ph.D.
Bainvoll Renne Dvorak Psychologist
Bakaitis Raymond Phd
Barazani Ronald Phd
Baron Stephanie R. Phd
Baum Alfred T. MSD
Bauman Susann Phd
Bearnson Victoria Phd
Bennie Reams Edd
Berkowitz Steven Phd
Bernhard Y. M. Ph.D. Psychologist
Best Rehabcare Services
Beverly Hills Psychological Associates
Bhatia Gitu, Psy.D.
Bienestar Human Services
Bindman Stephen Phd
Bin-Nun Judith Phd
Biological Feedback Institute of LA
Bishop Sharon Phd
Bonnie Abel, Ph.D.
Bonnie Mahler Ph.D.
Boodaghi Joseph Phd
Bornstein Deborah Phd
Boroczi Geo Phd
Borstein Irving Phd
Borys Debra S Phd
Boutelle Ronald C. Phd
Brace Susan Ph.D.
Braiker Harriet B Phd LCP
Breckenridge Kati Phd
Brentwood Psychotherapists
Brewer Joy Ph.D.
Brightman Richard P Phd

Brodnick Chess Psychotherapist
Brown Saul MD
Buchanan Susan Phd
Burge Dorothea (Dorli), Ph.D.
Byrd Cheryl Phd
Cadow Barbara, Ph.D.
California Family Health Net
California Graduate Institute
California Psychological Association for Adults & Children
Cameron Michael Phd
Cardona Gilbert T Ph.D.
Career Counseling & Assessment Associates
Casey Garrett M DC
Cedars-Sinai Medical Center
Center for Emotional Development
Children's Evaluation Center
Christ Channel Network Inc.
Church Counseling & Career Center of So. Calif.
Clinical Psychological Services Inc.
Coalition of Mental Health Prof., Inc.
Coffaman Robert Phd
Coffman Kathy MD
Cohen Dodd Phd
Comeau Allan Ph.D.
Commonwealth Counseling Center
Community Care Center
Contemporary Living Center
Cooper Donna Ph.D. Clinical Psychologists
Counseling Center of West Los Angeles
Crausman Burt Phd
CRDP
Cuidado Psig
Curtis John Phd
Daccardi Beatrice Phd
Dafter Roger Phd
D'Andrea Ann Phd
Danson Mark Phd
Davis Adrienne Phd
Delta-T Group
Delvin Gali Phd
Derr Karen Ph.D.
Desmond Helen Phd
Downtown Assessment & Treatment Group
Dr. Cloke Williams
Dr. Gamez George
Dr. Kepp Kristine
Dr. Lawrence Ball, Psy. D.
Dr. Leon Wallace
Dr. Lewis Guy
Dr. Villamarin Edgar
Dr. Wes Burgess
Dr. Zari Health & Fitness Institute
Drama Therapy Institute of Los Angeles
Driver Sundby Consulting
Dubnoff Center
Eagle Vision dba Desert Water
Edelman MARI Phd

Eisenbach Allan Phd
El Centro De Amistad, Inc.
Ellicott Aimee G Ph.D. Psychologist
Epstein David Phd
Families in New Directions
Farr Elizabeth Phd
Felder Leonard Ph.D.
Feldman Alison Ph.D.
Felton Gary Ph.D.
Fitzgerald Kathleen Phd
Flynn Kevin Phd
Fontana Katherine Phd
Foothill Family Services
Foundation & Institute for the Study of A Course in
Framer Psychology Group Inc.
Frank Steven Phd
Frankel Susan Ph.D.
Frautschi Nanette Phd
Frazier Scott Phd
Friedland David Phd
Gale Bruce M Clinical Psychologist
Gardenswartz Cara Phd
Gary Bess Associates
GASS LCSW MFCC
Gedan Sharon RN Psychologist
Gelber Christopher Phd
Gibbs Albert Ph.D.
Gillman Phyllis Ph.D.
Gina Ash, Ph.D.
Gitlin Gitelson Phd
Glaser Ellen Phd
Goalwin Julie Phd
Goldberg Herb Phd
Goldberg Herbert Phd
Goldman Janis Ph.D.
Goldstein Bonnie Phd
Goldstein David Phd
Goldstein S. Barry Psyd
Goodman Linda Phd
Gordon David Phd
Green Michael Phd
Greenberg Ira A Phd Psychologist
Greenberg Walter Phd
Greene Jonathan Phd
Greening Thomas Ph.D.
Greer Scott Phd
GROF Breathing Intensive
Guerin Lisa Phd
GUNN Consulting Group
Hammen Constance Phd
Harbor-UCLA Research & Education
Harris Scott Phd
Hartley Myrna Phd
Havassy Victoria Phd
Heinicke Christopher Phd
Henning James Phd
Herman Edna Phd

Hirsch Seth Phd
Hoffman Alisa Phd
Hoiser Maureen Phd
Howard Sally Phd
Howell Alane Phd
Ideal Health Care Provider
Ilanit Nathan Phd
Infinity Quality Services Corp
Institute for Multicultural Counseling
Izzi Roger Phd
Jacobs Bonnie Ph.D.
Jacobs Lynne Phd
Jacobs Marilyn Phs
Jacobs Marion Phd
Joam Medical Solutions & Supplies
John Silver Phd
Johnson Martha Phd
Johnson Perri Phd
Jones Eve Phd
Kalish-Weiss Beth Phd
Karr Elaine Phd
Katz Ernest Phd
Kaufman Jean MFCC
Kellogg-Taxe Kathie Ph.D.
Kent James
Kern Marc F Phd & Associates
Kilroy Lynn Ph.D.
Kim Elizabeth Phd
Konstat Elena Phd
Korean American Family Services Center
KOZA Lynn Phd Licensed Clinical Psychologist
Krueger Bonnie Phd
Kupper Daniel Phd
LA Counseling Services
LA Neuropsychology Group
Lane Paul Phd
Latenite Counseling Services
Laurents Dennis Phd
Learning Order Rehabilitation & Direction
Leavitt Cynthia Phd
Lenington Melanie Phd
Lerner Ruth Phd
Levittan Michael Phd
Levy Leonard Phd
Levy Marshall D. Psychologist
Lili Hodis, Ph.D.
Linda Levinson
Lindner Lorin Phd
Lochart-Mummery Lyn Phd
Long Beach Community
Lopez Joseph Phd
Loretta Herman, Consultant
Los Angeles Center for Cognitive Therapy
Los Angeles Information & Referral Center
Los Angeles Institute & Society for Psychoanalytic
Los Angeles therapy Center
Lovaas Institute for Early Intervention

Luria Denise Phd
Lyons Carolyn Clinical Psychologist
Magdovitz Janet Phd
managedmed Inc.
Mariette Gislene Phd
Marks Mari Phd
Marquart Michael Phd
Martin Alexander Executive Search
Martz Harvey Phd
Mayhew Carol Phd
McArthur Dorothea Phd
Mckelligott J W Phd
McPherson Susan Phd
Medecom
Mekjian Michael Phd
Melnik Kristen MD
Menchaca Victoria Phd
Metzner Linda Phd
Meyer Buf Phd
Miller Alane Phd
Miller Carolyn Phd
Miller Malcolm Phd
Miller Mariann
Miller Nancy Phd
Moradi Gail Phd
Morton Victor Phd
Multistate Associates
Namir Sheila Phd
National Medical Registry, Inc.
Navarro Jose
New Day Center
New Life Options aka The Mindspace Project
Nichols Bryan Phd
Ofman William Phd
Oleson Terry Phd
Oliker Ditta Phd
Open Paths Counseling Center
Optimist Youth Homes & Family Services
Oxford Healthcare
Pacific Health Associates
Packer Jorda Phd
Pada Inc.
Pakdaman Sean Phd
Panofsky Anne Phd
Para Los Ninos
Parson Nancy Phd
Payne Karen Phd
Peck Michael Phd
Penny Lane Centers
Perlman Stuart Phd
Pescione Laura Phd
Peters Katherine Phd
Pick Jane Phd
Pickles Judith Phd
Plone Sandy Phd
Polenz Scott
Polis Consulting Group, Inc.

Pomerantz Myra Phd
Pomona Valley Youth Employment Services
Positive Directions Verdugo Mental Health
Prado Mayra
Price Frank Phd
Primal Institute
Project Helping Hands
Psychological Center
Psychological Resources
Psychological Treatment Services, Inc.
QA Accounting Solutions
Rabow Jerome Phd
Rahbar Bitra Phd
Rapaport J Munnell PhD
Reams Center Family Counseling Inc.
Regional Health Occupations Resource Center
Reinitz James PhD
Reisner Leslie PhD
Resnick Charlotte PhD
Resnick Stella PhD
Rice Hollie PhD
Riemer Richard PhD
Riffkind Randi PhD Psychological Corp.
Ring Arlen PhD
Ritzlin Jeremy PhD
Robinson Ellen MFCC
Rosberg Jack Psychologist
Rose Beverly Manley PhD
Rosenstock Judith PhD
Ross Karen PhD
Rowe Daryl PhD
Ruark Lydia Grayson PhD
Rubenstein Bruce PhD
S & L Medical Group, Inc.
Sadwick Norma PhD
Santa Clarita Child & Family
Sarnoff Sandra PhD
Saucedo Carlos PhD
Schaeffer Jeffrey PhD
Schairer Jessica PhD
Schenkel Steven PhD
Schmidt Sue PhD
Schochet Barbara PhD
Schor Johanna PhD
Schou Peter PhD
Schulman Elaine PhD
Schuman Marjorie PhD
Seidler-Feller Doreen PhD
Seminario Bereneice PhD
Shafner Evie MFCC
Shane Estelle PhD
Shorr Joseph PhD
Shulman Diana PhD
Silverman Mara PhD
Sippi Anne Clinic
Sittler Judith PhD
Smart Choice Substance Abuse Outpatient Program

PROSPECTIVE BIDDERS MAILING LIST

Attachment 2
Page 7 of 8

Smith Terry PhD
Smith-Marder Paula PhD
So. Ca. Alcohol & Drug Programs
So. Ca. Association of Black Psychologist
So. Ca. Community Services, Inc.
So. Ca. Mental Health & Assessment
Sobelman Linda PhD
Spielberg Gil PhD
Sprigel Tamara PhD
Springfield Manor
Sternberg Violetta PhD
Stone Laurie PhD
Subotnik Kenneth PhD
Susan Sturzenberger Ph.D.
Swann Maria
Tarlow General PhD
Tarzana Treatment Centers, Inc
Taylor Diana PhD
Telecare Corp.
Tepperman Jerome PhD
The Counseling Team
The Hiring Nurse Croup
The Maple Counseling Center
The Rebuilding Therapy Center
Toomin Marjorie PhD
Travis Gregory
Treasured Prints
Tropical Jeffrey MD
Trozzolino Linda PhD
Tucker Bonnie PhD
Urbaitis Marleen PhD
Van ZAK David Psyd
Victoria A. Menchaca, Ph.D.
Walker Gorman PhD
Wallens Donald E MD-A Medical Corporation Psychiatry
Weber Catherine PhD
Weicker Wendy PhD
Weingold Peter J MD A Prof. Corp.
Weisman C Perman PhD
Wellisch David PhD
Wendel Isadore Phd & Associates
West Coast Counseling Center
West Hubbard Psychoeducational Testing Service
Westwood United Methodist Church
White Geoffry PhD
Whitney Jonibeth PhD
Willens Joan PhD
Williams Charlene PhD
Wiss Deborah PhD
Wolff Helen MD
Women's Clinic
Working Relationships
Woznica Janet
Wright Brenda PhD
Wyman Wendy PhD
Yasuda Patrice PhD
Yellin Alan PhD

PROSPECTIVE BIDDERS MAILING LIST

Attachment 2
Page 8 of 8

Yi Kris PhD
Young Jeanne PhD
Youth Service Bureau
Zanger Robert
Zarrow Shiela PhD
Zel Jen Attn: Stan Rushing
Zia Parvaneh PhD

	S and L Medical Group, Inc.
TOTAL NUMBER OF EMPLOYEES/OWNERS	21
PARTNERS/ASSOCIATES:	
Black/African American	
Hispanic/Latin American	
Asian American	2
Filipino American	
American Indian/Alaskan	
All Others	
Women (included in above)	
MANAGERS	
Black/African American	
Hispanic/Latin American	1
Asian American	
Filipino American	
American Indian/Alaskan	
All Others	
Women (included in above)	
STAFF:	
Black/African American	2
Hispanic/Latin American	12
Asian American	3
Filipino American	
American Indian/Alaskan	
All Others	1
Women (included in above)	7
TYPE OF BUSINESS STRUCTURE:	
(Corp. = C; Partner = P; Sole Proprietor = S)	C
TOTAL NUMBER OF OWNERS/PARTNERS, ETC.	
PERCENT OF OWNERSHIP:	
Black/African American	
Hispanic/Latin American	
Asian American	100%
Filipino American	
American Indian/Alaskan	
All Others	
Women (included in above)	
CURRENT CERTIFICATION AS COMMUNITY BUSINESS ENTERPRISE (CBE) OWNED FIRM:	
State of California - Yes/No	NO
City of Los Angeles - Yes/No	NO
Federal Government - Yes/No	NO

[illegible]